

## **NOTE: CHANGES MADE BY COURT**

**JS-6**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

UNIVERSAL BUILDING  
MAINTENANCE, LLC dba ALLIED  
UNIVERSAL JANITORIAL  
SERVICES,

**Plaintiff.**

v.

KEN WATSON, an individual; and  
DOES 1 through 20, inclusive,

## Defendants.

Case No. 8:25-cv-01400-FWS-KES

## **ORDER RE STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENTN [15]**

Complaint served: July 25, 2025  
Current response date: November 24,  
2025

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1                   **STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT**

2                   IT IS STIPULATED AND AGREED by Plaintiff Universal Building  
3 Maintenance, LLC dba Allied Universal Janitorial Services (“Plaintiff”), by and  
4 through its counsel, and Defendant Ken Watson (“Defendant”), by and through his  
5 counsel, in connection with the resolution of the matters at issue in this action,  
6 Plaintiff and Defendant consent to the entry of this Stipulated Permanent Injunction  
7 and Final Judgment (“Stipulated Injunction”). Plaintiff and Defendant are  
8 collectively referred to as the “Parties.”

9                   **1. Definitions.**

10                  A. The terms “Allied Universal” or the “Company” mean Plaintiff  
11 Universal Building Maintenance, LLC dba Allied Universal Janitorial Services,  
12 and shall include any and all past and present parent, subsidiary, affiliate,  
13 predecessor, and/or successor companies, if any, as well as their divisions, joint  
14 ventures, and entities or individuals acting under, by, though, or in concert with  
15 them, including their present owners, officers, directors, shareholders, general or  
16 limited partners, board members, owners, employees, contractors, insurers, agents,  
17 and attorneys, and/or their respective predecessors, successors, and assigns, if any.

18                  B. The term Defendant means Defendant Ken Watson.

19                  C. The term “Confidential Information” means all confidential,  
20 proprietary, or business information related to the Company’s business that is  
21 furnished to, obtained by, or created by Defendant during Defendant’s employment  
22 with the Company and which could be used to harm or compete against the  
23 Company. Confidential Information includes, by way of illustration, such  
24 information relating to: (a) the Company’s formulae and processes used to calculate  
25 and negotiate prices to be charged to customers; (b) employee wages and other  
26 personnel information; (c) Company customers, including customer lists,  
27 preferences, contact information, contractual terms, prices, and billing histories; (d)  
28 the Company’s finances, including financial statements, balance sheets, sales data

1 forecasts, and cost analyses; (e) the Company's plans and projections for business  
2 opportunities for new or developing business, including marketing concepts and  
3 business plans; (f) the Company's research and development activities, technical  
4 data, computer files, and software; and (g) the Company's operating methods,  
5 business processes and techniques, services, products, prices, costs, service  
6 performance, and operating results.

7 D. The term "Documents" shall refer to those documents sent from the  
8 email address [ken.watson@aus.com](mailto:ken.watson@aus.com) to the email address  
9 [kwatson.zummamed@gmail.com](mailto:kwatson.zummamed@gmail.com) as follows:

10 1. The document entitled "Commission Agreement for UBM's  
11 Business Development Managers," attached to the email sent at 6:49 p.m. on April  
12 11, 2025;

13 2. The document entitled "IFMA-SD MBRS as of 11-1-25,"  
14 attached to the email sent at 7:24 p.m. on May 7, 2025;

15 3. The document entitled "[Employee] – San Diego County –  
16 Target Accounts," attached to the email sent at 7:26 p.m. on May 7, 2024;

17 4. The document entitled "2024 BDM Business Plan," attached to  
18 the email sent at 7:26 p.m. on May 7, 2025.

19 **2. Preliminary Stipulations.**

20 A. This Stipulated Injunction is being entered consistent with the  
21 agreements and stipulations of the Parties. The Parties stipulate, and the Court finds  
22 based on such stipulation, that this Court has jurisdiction over the subject matter of  
23 this action and over the Parties for the purposes of the entry of this Stipulated  
24 Injunction, that venue is proper, and that all substantive and procedural  
25 prerequisites to the entry of this Stipulated Injunction, as well as its enforceability  
26 under and/or compliance with the Federal Rules of Civil Procedure, have been met  
27 and/or are being waived by the Parties.

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1           B. The Court finds that the limited restrictions set forth in this Order are  
2 reasonable in time and geographic scope; necessary for the prevention of  
3 irreparable harm to Allied Universal in light of the allegations made in this action;  
4 will not unduly harm Defendant; and are not injurious to the public interest.

5           C. The entry of this Stipulated Injunction resolves all demands for  
6 monetary damages, injunctive relief, or other relief, whether at law or in equity of  
7 any nature whatsoever, that were or might have been asserted in this matter. Each  
8 party shall bear its own costs and attorneys' fees.

9           D. The Parties stipulate that this Stipulated Injunction may be entered  
10 without Findings of Fact and Conclusions of Law and waive all rights to request  
11 such findings or conclusions.

12           **3. Injunctive Relief.**

13           Based upon the stipulations of the Parties as well as the findings here, the  
14 Court **FINDS** that this Stipulated Injunction should be entered. It is therefore:

15           A. **ORDERED** that Defendant, or anyone acting in concert with him, is  
16 permanently restrained and enjoined from using, disclosing, or further  
17 misappropriating Allied Universal Confidential Information, to the extent such  
18 Confidential Information exists, in the Documents. Prohibited use under this  
19 provision shall include using information contained in the Documents (and not  
20 contained in publicly available sources) to solicit any of the customers listed in the  
21 Documents to purchase security services from any entity other than Allied  
22 Universal.

23           B. **ORDERED** that Defendant, or anyone acting in concert with him, is  
24 restrained and enjoined from contacting any individual whose name is listed in the  
25 Documents (and not in publicly available sources) to solicit any of the customers  
26 listed in the Documents for a period of one (1) year from the date of Watson's  
27 separation from Allied Universal, commencing May 8, 2025. Prohibited contact  
28 under this provision shall include any communication to any phone number and

1 email address associated with names of individuals contained in the Documents  
2 (and not in publicly available sources).

3       **C.**    **ORDERED** that Defendant, or anyone acting in concert with him, is  
4 permanently restrained and enjoined from using for his own purpose or for the  
5 benefit of any other person or entity any of the Company's Confidential  
6 Information; nor shall they disclose to any other individual or entity any  
7 Confidential Information unless disclosure has been authorized in writing by the  
8 Company or is otherwise required by law.

9       **D.**    **ORDERED** that Defendant, or anyone acting in concert with him,  
10 shall return (or delete) the Documents within his custody, possession, or control to  
11 the Company within five (5) days of the entry of this Order and cooperate with the  
12 Company in ensuring the permanent deletion of any such Documents stored on any  
13 electronic devices in his custody, possession, or control. Compliance with this  
14 provision may be satisfied by a declaration signed by Defendant under penalty of  
15 perjury delivered to the Company.

16       **4.    Bond.**

17       The Parties stipulate that no bond shall be required from Allied Universal in  
18 connection with the entry of this Stipulated Injunction, and that this Stipulated  
19 Injunction shall have the full force and effect as if a bond had been posted.

20       **5.    Retention of Jurisdiction.**

21       The Parties may apply to this District Court at any time for such further  
22 orders and directions as may be necessary or appropriate for the construction or  
23 implementation of this Stipulated Permanent Injunction and Final Judgment or any  
24 of its provisions, or for the enforcement of compliance therewith and the  
25 punishment of violations thereof.

26       Prior to initiating such petition or action, a Party will provide notice, in  
27 writing, to the breaching party specifying the provision or provisions of this  
28 Stipulated Permanent Injunction and Final Judgment with which the breaching

1 Party has allegedly failed to comply. The allegedly breaching Party shall have  
2 fourteen (14) days from receipt of the notice of the alleged failure to comply to  
3 attempt to address, resolve, or cure the alleged failure to comply.

4 **6. Other Relief.**

5 All of Allied Universal's claims are dismissed with prejudice to the refiling  
6 of the same, with each party to bear their own costs and expenses. All other relief  
7 not expressly granted herein is **DENIED**.

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9 **IT IS SO ORDERED.**

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12 Dated: November 26, 2025

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Hon. Fred W. Slaughter  
UNITED STATES DISTRICT JUDGE